Closed cs Sept 55

Mg. II-15—78,406,—8-11-

H.E.L.A. (195 5) Department.

MS SERIES.

G.O. No. 2331, Health

Dated 20th July, 1955

FOR MYSORE STATE

[Despatch Abstract.]

WATER SUPPLY - Mangalore Water Supply Scheme - Gurpur river source - Claims of the Canara Manufacturing Corporation Limited - Orders passed.

44

Memo no: ~~44~~ 9907.8-46.82-1 dated 4-X-82

Subj: Water supply. Mangalore Water supply scheme - compensation claim by the Canara Manufacturing Corporation

Dt 23/8/82
1.10.82

P39-(A) Ref: - govt. memo 49272. 46/82. dated 12.6.82

The attention of the Chief Engineer is invited to

J

pour 2 y che mono eidad; ---

end by ii prejudice to ---

expeditious submission y his

report. ---

p 29/4

10

20

H. Ci, Plogoff

C.F. 32)—70,10,558—20-1-54.

Public Works Department

From (Name) U. [illegible]

Designation [illegible]

Station

Received Registered

To

The Secretary to Government,
Health, Education and
Local Administration
Department, Fort St.George
Madras.

12161 Enclosures:

No. 2248 PH/52-24 dated 1st Decr. 1954. 195 .

Sir,

SECRETARY TO GOVERNMENT
5 DEC 1954
HEALTH, EDUCATION AND LOCAL ADMINISTRATION DEPT.

Sub: Water Supply - Mangalore Municipality - Compensation claims by Sri Canara Manufacturing Corporation -

Refce. Govt. ex.reminder d/24-11-54.

The report from the Sanitary Engineer has been received and it is under examination. I shall send my report to Government by about the 15th of December 1954.

ska/1-12-54

for ChiefEngineer, PWD. (Gl.&B).

The Canara Manufacturing Corporation LIMITED

CODES: BENTLEY'S 2ND PHRASE A. B. C. 5TH & 6TH & PRIVATE.

TELEGRAMS: "SEEAMSEE" PHONE:

HOIGE BAZAAR ROAD

BOLAR, MANGALORE

MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

JOINT SECRETARY TO GOVERNMENT, EDUCATION AND PUBLIC HEALTH DEPTT. MADRAS

RECD 14 DEC 1954

128075

Ref. No..... Date 23rd Decer. 19 54

To

The Hon'ble Minister for Public Health,
Govt. of Madras,
Education
Madras.

Sir,

Sub:- Mangalore water Supply scheme Gurpur Headworks- Compensation claims pending with The Chief Engineer, Public Health - Immediate settlement requested.

Ref:- Our petition to you dated 20th May 1954 and your Memorandum No.49272/53-H. 6-8 Health dated 12th June 1954.

On our petition referred above in respect of our claim for compensation pending with the Chief Engineer, Public Health, for you were pleased in and by Memorandum No.49272/53-H.6-8 Health, dated 12th June 1954 directing the Chief Engineer, Public Health,

The Canara Manufacturing Corporation
LIMITED
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BENTLEY'S 2ND PHRASE A. B. C.
5TH & 6TH & PRIVATE.
TELEGRAMS: "SEEAMSEE"
PHONE:
HOIGE BAZAAR ROAD
BOLAR, MANGALORE
MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

to settle our claims.

Since then the Sanitary Engineer, settled 12 out of the 16 claims submitted, and the other claims still remain unsettled. We submitted a petition dated 18-8-54 (copy enclosed) to the Sanitary Engineer requesting him to settle the other claims also. As no indication was given whether the department was willing to have the other remaining claims settled amicably/a reminder petition was submitted on 6th September 1954 (copy enclosed).

Our claims have been pending settlement for the past 3 years, in the hope that the matter would be settled amicably. The delay in the settlement of our claims has resulted in hardship, financial pressure and loss of business. In the circumstances

The Canara Manufacturing Corporation

LIMITED

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TELEGRAMS: "SEEAMSEE"
PHONE:

HOIGE BAZAAR ROAD
BOLAR, MANGALORE

MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

Ref. No.....

Date 22rd Decer 54.

we have to request you to issue necessary orders directing the department concerned to settle our just and reasonable remaining claims for compensation.

Hope justice will be done at an early date.

Thanking you,

Yours faithfully,
For The Canara Manufacturing Corporation Ltd.,

N. J. Adyanthaya

Managing Director.

Copy to:-

1. The Secretary, Health Department,
2. The Chief Engineer, Public Health.
3. Sanitary Engineer, The Government of Madras.

MWSS-35/54. 18th August 54

To

The Sanitary Engineer,
Govt., of Madras,
Chepauk, MADRAS.

Sir,

Sub:- Compensation - requests for - Mangalore Water Supply Scheme Gurpur Source -

- - - -

Ref:- Your letter No.10886-W2/54-1 dated 1-8-1954.

- - - - -

While acknowledging receipt of your letter dated 1-8-1954 regarding our Bill of Claims for compensation submitted by us on account of the stoppage of work by the Government on the Mangalore Water Supply Scheme, Gurpur Source, we write to inform you that we accept final payments for claims 1, 4,5,6,7,8,9, 10,11,14,15 and 16 but not for claims 2,3, 12, and 13 which still remain disputed items.

P.T.O.

In this connection we write to inform you that although it is nearing 3 years since we submitted our bill of claims it took such a long time to settle off the 12 claims out of the 16 submitted. Out of those 12 claims, Claim No.8 and 15 were withdrawn by us and 6,7,8,14 and 16 were measurable items and were undisputed; and the remaining claims 1,4,5,10 and 11 were now paid after negotiations. But regarding the remaining disputed claims 2, 3,12 and 13 there was not even a negotiation or an attempt to settle them amicably.

The undisputed and withdrawn claims 6,7,8,14 and 15 and 16 totals to Rs.16,414/- if deducted from our original claim of Rs.67,428/- a sum of Rs.51,014/- remains as our compensation for the losses suffered. Out of which only Rs.10,401/- has been paid to us as compensation so far.

Although you intimate to us that Rs.12,681/- will be paid as compensation, we may point out that, it includes Rs.2,280/- the cost of Helmets and Air Compressor plants purchased by the department and

Cont©....

this the compensation paid works out to only Rs.10,401/-.

The above compensation is very inadequate and as such claims 2, 8, 12 and 13 which are vital to our cause and remain unpaid; therefore we do not accept the payments so far made as final and we request you to make immediate payments for those claims. We hope an honest attempt will be made to settle our outstanding claims amicably and avoid any further representations or other means of securing justice.

Referring to the above four disputed claims we are to state as follows:--

Claim No.2:- Advances to Workmen:- This is the amount given to our skilled labour and labour supply maistries which cannot be recovered. It is customary in this District of give advances to workmen without

P.T.O.

which no skilled labour can be assured. This can be verified by you. Such advances are an every day feature with labour in South Canara. The amount given as advance is deducted from their wages. But unfortunately the work was stopped and the advances could not be collected as we could not give them employment. This is a clear loss on account of stoppage of work and irrecoverable. Hence we insist on the payment of this claim.

Claim No.3.:- Plant & Machinery, Loss owing to closure of work the re-sale value being 50% only:- Under this claim you have paid us only Rs.2,090/- out of Rs.11,414/- claimed. In this connection the Chief Engineer has already examined all our purchase vouchers and also the machineries. The Government could have purchased the whole lot of our machinaries after depreciating at 10% for six months as they had done in the case of our Diving Helmets and equipments which is purchased and being employed now usefully at Calicut and other places. But when we sell those to private bodies we cannot expect that price.

It is nearly 4 years since we purchased them, we have to

Conti....

depreciate them for four years and reduce our book value. Apart from that, due to the market fluctuations we will be loosing more than 50% of the value. So much so our losses due to that works out to more than Rs.20,000/-. But we have claimed only Rs.11,484/- which is very reasonable and we insist on its payment.

Claim No.12/- Roads & Culverts:- This expenditure on Roads and Culverts were incurred no doubt for the transport of materials, due to the fact that there was no approach road to the headworks, and the amount claimed is a paltry sum when compared with the amount spent by us for the same. There would have been no further expense on that account even to work the entire contract. Hence we insist on the payment of this claim also.

P.T.O.

Claim No.13/- Loss of prestige and Reputation on account of early closure which has affected our future prospects:-

This claim is also a real and bonafide claim of compensation for the losses sustained by us on account of the stoppage of work without even an intimation of the said fact to us. The impression has gone abroad among the Public that the work was stopped on account of our mistakes in assessing the yield and chemical contents of the water in the Gurpur River; although we are not responsible for t stoppage of work. A good deal of stigma has been thrown on us. This has worked considerable havoc among our clientale both present and future. Our goodwill has thus suffered very much and along with it our prestige and prospects have gone. Most of our Capital was also locked up in the execution of the above work and thus we were - effectively prevented from taking up other works, by the delay in intimating the stoppage and also we were kept in a state of suspense for more than an year. And during that period we were effectively prevented from taking up other works. And in fact there was a complete

conti....

lull in the progress of our firm. We would have definitely taken up other works and would have shown considerable progress with consequent profits, had it not been for the fact that work was stopped at that stage and no intimation given to us for more than an year. For all these reasons we ~~m~~claim the settlement of this claim also.

Immediate action towards settling our 4 remaining claims is solicited.

Thanking you,

Yours faithfully,

Copy to:-
1. Executive Engineer, W.P.H.
   Coimbatore.
2. Assistant Engineer, Mangalore.

The Canara Manufacturing Corporation LIMITED

CODES: MENTLEY'S 2ND PHRASE A. B. C. 5TH & 6TH & PRIVATE.
TELEGRAMS: "SEEAMSEE"
TELEPHONE:

HOIGE BAZAAR ROAD
BOLAR, MANGALORE

MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

(True Copy)

Ref. No. MWSS-35/54 Date 6th Sept. 1954

To

The Sanitary Engineer,
Govt. of Madras,
Chepauk, Madras.

Sir,

Sub:- Compensation - request for Mangalore Water supply scheme Gurpur Source.

Ref:- Your letter No.1[illegible]36-52/54-1 dated 1-6-54 and our letter No.MWSS-35/54 dated 18-8-54.

In continuation of our letter dated 18-8-54, we remind you to kindly pass orders for the payment of our claims Nos. 2, 3, 12 & 13 of our bill of claims.

In this connection we would like to draw your attention to your letter No.3187-552-1 dated [illegible]-8-54, in which you had asked us whether we are prepared to drop our claims if work of equivalent value is entru-

entrusted to us, either as the result of Tender or on Nomination in the new Scheme of Bangalore Water Supply as soon as it is sanctioned.

We are prepared to drop claim No13 if we are given work in the new scheme of Bangalore Water Supply to an equivalent value by nomination for estimated rates and the remaining remaining 3 claims i.e. 2,3, & 12 are paid.

We therefore request you to expedite settlement of our claims bill and oblige.

Thanking you,

Yours faithfully,
For Canara Manufacturing Corporation Ltd.,

Managing Director.

1. Copy to Chief Engineer, Madras,
2. Executive Engineer, W.P.H.Division, Coimbatore,
3. Asst. Engineer, Public Health Sub Division, Bangalore 2.

(True Copy)

DO | Rep 99-78.46.24.2, d 3412.54

Subj: Water supply. Mangalore Municipality - Compensation claims by Sri Canara Manufacturing Corporation for abandoned work.

Ref: your letter no. 2248 PH-54-24, dated 1.12.54

I am desired to invite your attention to the correspondence resting with the letter cited and to request that your report may be submitted to the Govt. urgently.

Yrs.

29.12.54

CES 24.12.54

AW 30/12/54

31.

To Sri K. Ananda Rao, BE. MIE (Ind) M. Am. Soc. CE. ISE
Chief Engr., P.I. & Ports,

Note: Please see the petition at pp 7-11 C and the remarks of CS thereon. The CE provided that the work

submit his report to the Govt
in the matter by ~~the~~ about the 15th Dec 1954.
The draft overleaf is for approval.

Sd/-
29.12.54

AV
30/12/54

Sd/-
29.12.54

Sd/-
31.12.54

4.3.HE.4.L.A.
May be attended to early.
2.
23/12/54

The Canara Manufacturing Corporation

LIMITED

CODES:
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TELEGRAMS: "SEEAMSEE"
PHONE:

HOIGE BAZAAR ROAD
BOLAR, MANGALORE

MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

JOINT SECRETARY TO GOVERNMENT EDUCATION AND LOCAL AGENCY — 24 DEC 1954

Ref. No.....

Date 23rd Decer 19 54

To

The Hon'ble Minister for Public Health,
Govt., of Madras,
Madras.

MINISTER FOR HEALTH — 23 DEC 1954 — GOVERNMENT OF MADRAS

123664

Sir,

Sub:- Mangalore water supply scheme Gurpur Headworks- Compensation claims pending with The Chief Engineer, Public Health - Immediate settlement requested.

Ref:- Our petition to you dated 20th May 1954 and your Memorandum No.49272/53-H. 6-8 Health dated 12th June 1954.

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TELEPHONE:

HOIGE BAZAAR ROAD
BOLAR, MANGALORE

MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

Ref. No.....

Date 23rd Decer 54.

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For The Canara Manufacturing Corporation. Ltd.,

N. I. Adyanthaya
Managing Director.

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3. Sanitary Engineer, The Government of Madras.

The Canara Manufacturing Corporation LIMITED

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BOLAR, MANGALORE

MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

Ref. No. MWSS-35/54.

True Copy

Date 18th August 1954.

To

The Sanitary Engineer,
Govt., of Madras,
Chepauk, MADRAS.

Sir,

Sub:- Compensation - requests for - Mangalore Water Supply Scheme Gurpur Source -

- - - -

Ref:- Your letter No.10886-W2/54-1 dated 1-8-1954.

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32

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Cont....

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BOLAR, MANGALORE

MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

Ref. No.....

Date :.....19.....

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P.T.O.

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It is nearly 4 years since we purchased them, we have to

Conti....

The Canara Manufacturing Corporation
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TELEGRAMS: "SEEAMSEE"
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BOLAR, MANGALORE

MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

Ref. No..... Date .....19.....

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Claim No.12/- Roads & Culverts:- This expenditure on Roads and Culverts were incurred no doubt for the transport of materials, due to the fact that there was no approach road to the headworks, and the amount claimed is a paltry sum when compared with the amount spent by us for the same. There would have been no further expense on that account even to work the entire contract. Hence we insist on the payment of this claim also.

P.T.O.

Claim No.13/- Loss of prestige and Reputation on account of early closure which has affected our future prospects:-

This claim is also a real and bonafide claim of compensation for the losses sustained by us on account of the stoppage of work without even an intimation of the said fact to us. The impression has gone abroad among the Public that the work was stopped on account of our mistakes in assessing the yield and chemical contents of the water in the Gurpur River; although we are not responsible for t stoppage of work. A good deal of stigma has been thrown on us. This has worked considerable havoc among our clientale both present and future. Our goodwill has thus suffered very much and along with it our prestige and prospects have gone. Most of our Capital was also locked up in the execution of the above work and thus we were - effectively prevented from taking up other works, by the delay in intimating the stoppage and also we were kept in a state of suspense for more than an year. And during that period we were effectively prevented from taking up other works. And in fact there was a complete

conti....

The Canara Manufacturing Corporation
LIMITED

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BOLAR, MANGALORE

MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

Ref. No.....

Date .....19.....

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Immediate action towards settling our 4 remaining claims is solicited.

Thanking you,

Yours faithfully,

Copy to:-
1. Executive Engineer, W.P.H.
   Coimbatore.
2. Assistant Engineer, Mangalore.

The Canara Manufacturing Corporation LIMITED

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TELEGRAMS: "SEEAMSEE"
TELEPHONE:

HOIGE BAZAAR ROAD
P.O. BOLAR, MANGALORE

MANUFACTURERS : CONTRACTORS : CONSULTING & ERECTION ENGINEERS

Ref. No. MWSS-35/54 (True Copy) Date 6th Sept. 1954

To

The Sanitary Engineer,
Go-vt. of Madras,
Chepauk, Madras.

Sir,

Sub:- Compensation - request for Mangalore Water supply scheme Gurpur Source.

Ref:- Your letter No. 10886-W2/54-1 dated 1-8-54 and our letter No. MWSS-35/54 dated 18-8-54.

In continuation of our letter dated 18-8-54, we remind you to kindly pass orders for the payment of our claims Nos. 2, 3, 12 & 13 of our bill of claims.

In this connection we would like to draw your attention to your letter No. 3187-W53-1 dated 20-3-53, in which you had asked us whether we are prepared to drop our claims if work of equivalent value is entru-

entrusted to us, either as the result of Tender or on Nomination in the new Scheme of Mangalore Water Supply as soon as it is sanctioned.

We are prepared to drop claim No13 if we are given work in the new scheme of Mangalore Water Supply to an equivalent value by nomination for estimated rates and the remaining 3 claims i.e. 2,3, & 12 are paid.

We therefore request you to expedite settlement of our claims bill and oblige.

Thanking you,

Yours faithfully,
For Canara Manufacturing Corporation Ltd.,

Managing Director.

1. Copy to Chief Engineer, Madras,
2. Executive Engineer, P.W.P.H.Division, Coimbatore,
3. Asst. Engineer, Public Health Sub-Division, Mangalore 2.

(True Copy)

41

G.F. 32 (a)— 28,76,506—29-1-54.

Department

From (Name) Sri U. [illegible] RAO,

Designation B.E., [illegible]

Station [illegible] Buildings),

Chief Engr.

Received Registered

To

The Secretary to Government,
Health, Education and Local Administration Department,
Madras.9.

260
1955

Enclosures:

No. 2248 PH-52-26, dated 28th Dec. 1954,

MANGALORE WATER SUPPLY SCHEME - Gurpur Source - Compensation - Claims of the Canara Manufacturing Corporation -

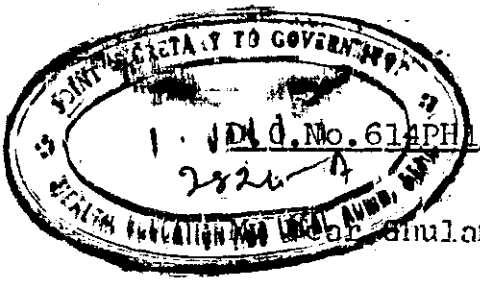
In continuation of this office letter No.2248 PH 52-23 dated 29-10-1954, I have to state that further instructions have been issued to the Sanitary Engineer in regard to the settlement of the claims of the Canara Manufacturing Corporation. I shall send my final report to Government in due course on receipt of a further report from the Sanitary Engineer.

for Chief Engineer, PWD General & Bldgs.

vts.2 8-12.

43

Office of the Chief Engineer,
P.W.D.(General),Chepauk,
Madras-5.



D.O.No.614PH1/55-1 Dated 10th January 55.

Dear Ghulam Mahmood,

Sub:-Water Supply - Mangalore Municipality - Compensation claims by Sri Canara Manufacturing Corporation for abandoned work.

Ref:-Your D.O.letter No.99078H.6/54-2 dated 31-12-54.

A report, intimating the present stage of the matter was already sent to Government in my letter No.2248PH/52-26 dated 28-12-54.

Yours sincerely,

(U.ANANDA RAO).

To

Sri K.Ghulam Mahmood,B.A.,
Joint Secretary to Government,
Health,Education & L.A.Department,
Fort St.George,
Madras.

1, HCLA
42

W

Memo no: 99078 HB/54-3, dated 25.1.55

Subj: Water supply. Mangalore Water supply Scheme. Compensation claim by the Canara Manufacturing Corporation.

(1) DE (TP) 3/2/11
(2) MM Cell 1/1/55
(3) [illegible]

From the Canara Manufacturing Corporation, Mangalore, pm dated 23.12.54 addressed ~~CEM(H)~~

From the Ch. Engr(Gl), letter no 22487/11/52-26 dt 28.12.54

The matter is receiving the attention of the Sanitary Engineering Department.

AV
25.1.55

CENTRAL DESPATCH BRANCH
Despatched by Van / Peon / Rd. Post / Messenger.
Date _____ 195 . Despatcher's Initials.

To the Managing Director, The Canara Manufacturing Corporation, Hoige Bazaar Road, Bolar, Mangalore

Copy to the Ch. Engr(Gl) 30.1.55. 30/1/55

Memo no. 2267/H6.55. Dated 23.3.55

Subj: M.S. Mangalore Water supply scheme. Claims of the Canara Manufacturing Corporation.

Ref: (1) from the Chief Engr. Letter no. 22457/H.5Z:26, dt. 28.12.54 (2) Govt. memo no. 9978. H6.54.3, dated 25.1.55

To the Chief Engr/

PT.

requested to state whether the claims of the firm have been finally settled

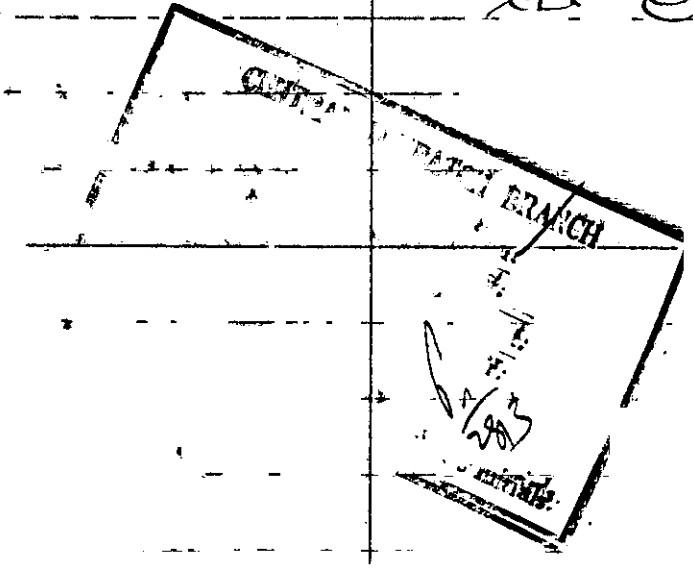
KB
21.3.55

AV
2235

Do

CC
21.3.55

its Circ. Pmg(GK)



49/B

H/ELA(HG)

Memo. 28679 H6/55-2 Dated 17-5-55

Water Supply - Mangalore Water Supply Scheme - Compensation claims by the Canara Manufacturing Corporation.

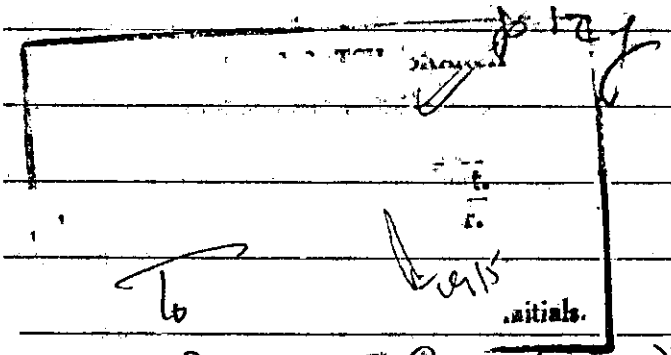
Ref. Govt. Memo. no. 28679 H6/55-1 dt 23.3.55

The CE PWD (G&B) is requested to expedite his reply to the Govt Memo cited.

AV 17.5.55

Dy 5.5.55

17/5/55



The CE PWD (G&B)

16/5/55 CES 17/5/55

C.F. 32 ( )—70,10,558—20-1-54

Department | Received Registered

From (Name) Sri J.M.Frederick,B.A., B.E.,I.S.E.,
Designation Chief Engineer,P.W.D. (General),
Station Chepauk, Madras-5.

To
The Secretary to Government,
Health,Education & L.A.Depart-ment,
Fort St.George,Madras.

Enclosures:

No. 614PH(1)/55-3, dated 1-6-55. 195

Sir,

Sub:-WATER SUPPLY - Mangalore water Supply Scheme - Gurpur river source - Claims of the Canara Manufacturing Corporation.

Ref:-Govt.Memo.No.28679 H.6/55-1 dt.23-3-55.

With reference to the Government Memo.cited I have to state that the four claims that remained out of sixteen claims put forth by the firm, were settled as below:

(1)Advances to workmen.

A sum of Rs.1,000/- was paid against this claim.

(2)Plant and Machinery.

Whatever machinery and plant that may be useful to the Department have already been purchased and for the remaining items Compensation of Rs.2090/- has already been given to cover the depreciation charges depending on the period of actual usage.

(3)Roads and Culverts.

This claim for Rs.160/- was not admitted since it was spent by the Firm for their own transport facilities.

& (4)Loss of prestige.

This claim for Rs.25,000/- towards compensation for loss of prestige and reputation was not admitted.

In this connection the Sanitary Engineer was asked to inform the Firm that in case they accepted final settlement of their claims as indicated above and withdrew all their claims, the Firm will be entrusted with further work to an extent of Rs.25,000/- in the Mangalore Water Supply Scheme now under execution with Nethravathi as source with the approval of the Government. But the Firm in their letter No. M.W.S.S.35/55 dated 30-3-1955(copy enclosed) have stated that they are prepared to accept final settlement of their claims only if work to the extent of Rs.1 lakh is awarded to them at estimate rates.

2.Assuming that the Contractor's make a profit of 10% at the estimate rates, their profit on a work costing Rs.25,000/- will be Rs.2,500/- only which is not too high. But if the Contractor's are given a work which is estimated to cost Rs.1,00,000/- their profit may be Rs.10,000/- and this will off-set against the rejected claims of the Contractors. Therefore

p.t.o.

52

Therefore I recommend ~~xxx~~ that the contractors may be awarded work to the extent of Re.1 lakh at estimate rates on their acceptance of final settlement of all their claims.

for Chief Engineer, P.W.D.
(General)

Encl: 1 copy of Firm's letter No.MWSS.35/55
dated 30-3-55.

wda/2-6.

53

Copy of letter No.M.W.S.S. 35/55 dated 30th March, 1955 of the Canara Manufacturing Corporat on Limited, Hoige Bazaar Road, Bolar, Mangalore addressed t o the Executive Engineer, Western Public Health Division, Coimbatore.

...

Sir,

With reference to your letter No.430 M/A 4/5 9-A dated 21.3.1955 and in reply to the Sanitary Engineer's Memo No. 73-W2/55-1-39-9 dated 15.1.1955, we write to inform you that we have not been given adequate compensation for our claims, 2,3,12, and 13, in spite of our repeated requests.

However we are prepared to accept final settlement of our claims if work t o an extent of over Rs. 1,00,000/- (Rupees one Lakh) will be awarded to u s on estimated rates and not by open tender.

Thanking you,

Yours faithfully,
for CANARA MANUFACTURING CORPORATION LTD.,

M.J. ADYANTHAYA,

Managing Director.

(True Copy)

Superintendent. 7/6

55

DCLA (MS)

Water Supply — Mangalore water Supply Scheme — Gurpur river source — Claims of the Canara manufacturing Corporation Ltd — orders passed.

From the CE PWD (Gnl) No. 614 — P.H. (1) / 55-3 dt 1-6-55

Gro 2331 Heals dt 20/7/55

MS.

The Govt approve of the proposal of the CE, PWD (Gnl) that the Canara Manufacturing Corporation Ltd, Mangalore, may be given work to the extent of Rs 1 lakh (Rupees) in the Mangalore water Supply scheme (Netravathi source) now under execution at estimate rates on their acceptance of final settlement of all their claims in respect of the work relating to the Mangalore Water Supply Scheme, Gurpur source.

To

The CE, PWD (Gnl)

Spc.

A.f. with a copy of the CE's letter in pp 5-6 ref

18/7/55

CE 18/7/55

AV 18/7/55

17.7.55

Dy 19.7.55

pp 5-6 ref

Date 15

Subj: Water supply. Mangalore Water supply Scheme - compensation claim by the Canara Manufacturing Corporation.

pp 1-11 ✓ From the Canara Manufacturing Corpn, Pm, dated 23.12.54.

p 41 ✓ From the Ch, PWD (Gl), Letter No 2248/PH.52.21, dated 28.12.54
From the Ch, PWD (Gl), Dono 614-PH1-55-1, d 10.1.55

note-p 41 (A) In 1949, the Govt sanctioned the detailed plans and estimates amounting to Rs 3.15 lakhs for the first stage of Mangalore Water supply Scheme consisting of the construction of infiltration gallery and suction well.

p 41 (A) The Ch recommended that a part of this work might be entrusted to one of the tenderers, the Canara Manufacturing Corporation, as a preliminary to the entrustment of the whole work, if the standard of the execution was found satisfactory. The cost of this part of the work came to Rs 87,838, at the rates tendered by the contractor. The Govt accepted the above proposals.

Subsequently, the Govt approved the proposal of the Secretary for the change of the source of the scheme itself from Gurpur to Netravathi

involving the scrapping the entire original scheme. Consequently the work entrusted to the contractors had to be suspended. On that, in February 1952, the contractors submitted a compensation bill to the Sanyasiraja for a sum of Rs 67,428 for full settlement of the claims. On a representation made to the Govt by the firm in May 53, the Ei was also asked to settle the claims amicably in as short a time as possible and submit a report to the Govt. The Govt also approved certain proposals made by the Ei for settlement of the ~~contractors~~ claims.

p 1 (A)

- pp 39-40 (A)

The firm has now represented that four items (claims 2, 3, 12 and 13) still remain unsettled and that they should be settled according to their claims. The Ei reports that further instructions have been issued to the Sanyasiraja in regard to the settlement of the claims and that he would send his final report to the Govt in due course on receipt of a further report from the Sanyasiraja. In the circumstances, it is for orders

pp 7-13 q

p 41 q

2b/-
4.21/9.1

whether the firm may be informed ~~that action or any instructions have~~ that the matter is receiving the attention of ~~been issued to~~ the Secy Engg ~~Dept~~ =

AV 18.1.55

~~settling the claims~~ and whether a call may be noted against 28.2.55 to remind the Chf for his report in the matter. May be circulated to

M(H)'s minute m.p 25 Cf

PJ (M).

11.1.55.

CM 17.1.55

Ghulam Ahmad 17.1.55

AV 18.1.55

JS.

H 20/1

SECRETARY TO GOVERNMENT
20 JAN 1955
HEALTH, CON. & LEGAL AFFRS. DEPT.

The draft memo below is for approval

20.1.55

CM 20/1/55

AV 25.1.55

P.T.O

H.E.D.A.(H.6)

Sub: Water supply - Mangalore Water Supply Scheme-Gurupur River source - Claims of the Canara manufacturing corporation.

Ref: From the C.E.,P.W.D(General)No.614-PH(1)/55-3 dated 1-6-1955.

The Canara Manufacturing Corporation were one of the tenderers who were entrusted with a part of the work relating to the first stage of the Mangalore Water Supply Scheme. Subsequently the source of the scheme itself was changed from Gurupur to Nethravathi and consequently the work entrusted to the constractors had been cancelled. The contractors thereupon submitted a compensation bill and the C.E. was asked to settle the claim amicably.

2. In December, 1954, the Canara manufacturing corporation represented that four of their claims were still unsettled and the C.E. reported that instructions had been issued to settle the claims. The C.E. settled the claims as at 'A' on p.5 c.f.. But the firm have stated that they are prepared to accept his final settlement of their claims only if work to the extent of Rs.1 lakh is awarded to them at estimate rates in the Mangalore Water Supply Scheme now under execution, with Nethravathi as source. The C.E.recommends that the contractors may be awarded work to the extent of Rs. 1 lakh at estimate rates on their acceptance of final settlement of all their claims as their profit may be Rs.10,000-/ and this will off-set against the rejected claims of the contractors. The recommendations of the C.E. may be accepted.

p.t.o.

21/6/55 C

AS 11

3. P.W. and Finance may see before circulation.

HEA

AV
15 6 55

16.6.55

IS

P.W. / Fin

HEA U.O.No.
28619/H/55
16/6/55

P.W. (C.)

Works for plants may be pursued and the case passed on to Finance

ASST. SECRETARY TO GOVT.
17 JUN 1955
51498
PUBLIC WORKS DEPARTMENT

A
20/6/55
21/6/55

M
21.6.55. Fin

Thro' JS
20/6/55
Fin concurred
PK
21/6/55

Fin (Exp B)

PW U.O.
51498 C/55-1
21/6/55

This dept may agree to the proposal at 'A' on p/1 above.

mr.
21.6.55.

29/6/55

$ 30/6/55

HEA

HEALTH

Fin. U.O. 50077/55 Exp B/C.
2-7-55

HEA (H)

ASSISTANT SECRETARY TO GOVERNMENT
4 JUL 1955
6488/55
HEALTH, EDUCATION & LOCAL ADMN. DEPT.

May be circulated to M(H), M(W) and M(F&E) for

P.T.O.

approval of 'A' on plank...

55-280/1956 — 9/7

8.7.55

7.7.55

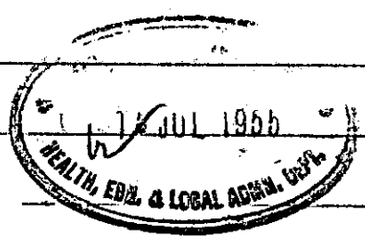
8.7.

Ashley 9/7

M (H)

M (W)

12/7



M (F & E)

15.7.55

A draft order is submitted for approval.

18/7/55

18.7.55

19.7.